



STATE OF LOUISIANA

Louisiana Workforce Commission

**REQUEST FOR PROPOSALS
FOR
Grassroots Recruiting and Outreach**

February 2, 2009

RFP # 474000020209

TABLE OF CONTENTS

1.0.	GENERAL INFORMATION	4
1.1	Purpose.....	4
1.2	Background	4
1.3	Scope of Services.....	4
2.0	ADMINISTRATIVE INFORMATION	5
2.1	Expected Time Period for Contract	5
2.2	RFP Coordinator	5
2.3	Proposer Inquiries	5
2.4	Calendar of Events	6
2.5	Definitions.....	6
3.0	PROPOSAL INFORMATION	7
3.1	Proposal Response Location	7
3.2	Minimum Qualifications of Proposer	7
3.3	Determination of Responsibility	7
3.4	RFP Addenda	7
3.5	Waiver of Administrative Informalities.....	8
3.6	Proposal Rejection	8
3.7	Withdrawal and Re-submission of Proposal.....	8
3.8	Subcontracting Information	8
3.9	Ownership of Proposal.....	8
3.10	Proprietary Information	8
3.11	Cost of Preparing Proposals.....	8
3.12	Errors and Omissions in Proposal.....	9
3.13	Contract Award and Execution	9
3.14	Code of Ethics.....	9
4.0	RESPONSE INSTRUCTIONS.....	9
4.1	Proposal Submission.....	9
4.2	Proposal Submission.....	10
4.3	Cover Letter	10
4.4	Proposal Format	10
4.5	Certification Statement	10
5.0	EVALUATION AND SELECTION	10
5.1	Evaluation Team	10
5.2	Administrative and Mandatory Screening	10
5.3	Oral Presentations	10
5.4	Evaluation and Review	11
5.5	Announcement of Contractor.....	11
6.0	CONTRACTOR REQUIREMENTS.....	12
6.1	Corporation Requirements	12
6.2	Contract Terms & Conditions	12
6.3	Indemnification	12
	ATTACHMENT I.....	14
	ATTACHMENT II	17
	ATTACHMENT III.....	19
	ATTACHMENT IV	21

1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Workforce Commission (herein referred to as the State and LWC) for the purpose of helping to plan and implement an aggressive, statewide grassroots outreach, marketing and recruitment effort to involve disengaged or hard-to-reach populations more fully in the workforce.

1.2 Background

Louisiana has an estimated 750,000 residents who are not fully engaged in the workforce. At the same time, various surveys and anecdotal evidence indicate that the lack of an available, trained workforce is the greatest barrier to growth for as many as 70 percent of Louisiana businesses. In addition, the state has been experiencing historically low rates of unemployment. Therefore, one of the most expedient means of fueling economic growth appears to be increasing the involvement of those 750,000 people in the workforce.

The Louisiana Workforce Commission has been charged with leading the development and delivery of solutions to Louisiana's workforce crisis. Engaging able populations that are not now working or looking for work is one of an array of approaches the LWC is taking to solve the crisis.

This approach will have additional long-term value if the people recruited under this contract achieve long-term employment success. This has the best hope of success if they are recruited for high demand occupations that are important for sustaining economic growth, and if they are placed into jobs with career tracks.

Many of the people who make up the populations targeted by this contract are likely to require additional training or education to qualify for entry-level career-track jobs or to be able to move along a career track.

The grassroots marketing and outreach program is one component of the Louisiana Workforce Commission's strategic communications plan. That plan has been developed to guide all of the communications and marketing supports required for the Commission to meet its workforce development goals.

1.3 Scope of Services

As detailed in Attachment 1, the consultant will work with the LWC and its strategic communications contractor to add value to the many private, non-profit and faith-based organizations, government agencies and businesses that already are in contact with or are trying to reach untapped labor pools and hard-to-hire populations.

2.0 ADMINISTRATIVE INFORMATION

2.1 *Expected Time Period for Contract*

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about April 6, 2009, and to continue for one year. The State has the right to contract for up to three years upon approval.

2.2 *RFP Coordinator*

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below.

Michelle Tickles, Contracts Office
Louisiana Workforce Commission
1001 North 23rd Street
Post Office Box 94094
Baton Rouge, LA 70804-9094

FAX: (225) 342-3182
Office: (225) 342-3170
Email: mtickles@lwc.la.gov

This RFP is available in electronic form at www.LaWORKS.net and at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>, the State of Louisiana's Procurement and Contract Network (LaPAC), in Adobe's Portable Document Format (PDF) or in printed form by submitting a written request to the RFP Coordinator.

2.3 *Proposer Inquiries*

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at (225) 342-3182 or email at mtickles@lwc.la.gov by 4:00 p.m. CST on the date specified in the Schedule of Activities. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by February 18, 2009 at www.LaWORKS.net and at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. Only Michelle Tickles has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

NOTE: (LaPAC is the State's online electronic bid posting and notification system resident on the State Purchasing website [www.state.la.us/osp] and is available for Proposer self-enrollment. In that LaPAC provides an immediate e-mail notification to registered proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

2.4 *Calendar of Events*

<u>Event</u>	<u>Date</u>
Publish RFP.....	February 2, 2009
Advertise RFP in the Advocate & other newspapers of general circulation...	February 6, 2009
Deadline for receiving proposer inquiries.....	February 11, 2009
Issue responses to proposer inquiries.....	February 16, 2009
Proposal submission deadline.....	February 23, 2009
Proposser presentations.....	March 6, 2009
Announce award of “Successful Proposer”.....	March 13, 2009
Contract execution.....	March 20, 2009

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

2.5 *Definitions*

- **Agency** – Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation
- **Contractor** - Any person, company, or organization having a contract with a governmental body
- **LWC** – Louisiana Workforce Commission
- **May/Can** - The terms “may” and “can” denote an advisory or permissible action
- **Must/Will** – The terms “must” and “will” denote the imperative
- **RFP** – Request for Proposal
- **Shall** - The term “shall” denotes the imperative
- **Should** - the term “should” denotes desirable
- **State** - The State of Louisiana

3.0 PROPOSAL INFORMATION

3.1 *Proposal Response Location*

Proposers who are interested in providing consulting services under this RFP must submit a proposal containing the information specified in Section 4.0. One (1) original of the proposal containing signatures by an authorized representative shall, and five (5) copies of the proposal should, be submitted to the RFP Coordinator designated above at the address specified, by the deadline date specified in the Calendar of Events. An electronic version of the proposal should also be submitted. Fax or email submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

3.2 *Minimum Qualifications of Proposer*

In general, proposers must demonstrate a successful record of organizing community and faith-based organizations in Louisiana and of engaging the populations targeted by this RFP, which include out-of-school youth, veterans, ex-offenders, single parents, the unemployed and under-employed. In addition, proposers should list any certifications, licenses or credentials they possess that support their experience, training and ability in the areas of career development and counseling and pre-screening of individuals to ensure the accurate identification of training-ready and job-ready individuals among the targeted population.

3.3 *Determination of Responsibility*

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule.
- ✓ Has a satisfactory record of integrity, judgment, and performance.
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 *RFP Addenda*

The State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.6 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.7 Withdrawal and Re-submission of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

3.9 Ownership of Proposal

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.

3.10 Proprietary Information

Only information, which is in the nature of legitimate trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State of Louisiana.

3.12 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the State. See Attachment IV.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds 5 days or if the selected Proposer fails to sign the final contract within 5 business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Proposals must be received on or before 4:00 p.m. Central Daylight Savings Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Michelle Tickles, Contracts Office
Louisiana Workforce Commission
1001 North 23rd Street
Post Office Box 94094
Baton Rouge, LA 70804-9094

4.2 *Proposal Submission*

One (1) original of the proposal containing signatures by an authorized representative shall, and five (5) copies of the proposal should, be submitted to the RFP Coordinator designated above at the address specified, by the deadline date specified in the Calendar of Events. An electronic version of the proposal should also be submitted. The proposal containing original signatures should be clearly marked or differentiated from other copies of the proposal. This copy will be retained for incorporation by reference in any contract resulting from this RFP. The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

4.3 *Cover Letter*

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.4 *Proposal Format*

Proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

4.5 *Certification Statement*

The proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 *Evaluation Team*

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most responsive and advantageous to the state.

5.2 *Administrative and Mandatory Screening*

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 *Oral Presentations*

The LWC, at its sole discretion and after evaluating the written proposals, may elect to schedule oral presentations of the finalists. Following evaluation of written proposals, should oral presentations become necessary, the LWC will contact the proposers reasonably susceptible of receiving the award to schedule oral presentations on April 6, 2009, between the hours of 9 a.m. to 12 p.m. at its building in Baton Rouge. Commitments made by the proposer at the oral interview, if any, will be considered binding.

5.4 Evaluation and Review

Proposals that pass the administrative screening and mandatory requirements review will be evaluated based on information provided in the proposal. The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
1. Approach and Methodology	40
2. Corporate Experience	20
3. Personnel	15
4. Cost	25
Total Maximum Score	100

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where: CS = Computed cost score for Proposer
LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

If oral presentations by more than one proposer become necessary, they each will be given a score out of a maximum of 25 points for the overall quality of their presentations and answers to questions regarding the approach and methodology in their proposals. Those scores will be added to the scores for the written proposals to determine the highest scoring proposer.

The Evaluation Team will make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 Announcement of Contractor

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

6.0 CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 Contract Terms & Conditions

The Contractor will be required to enter into a Contract with the state that is basically the same as Attachment IV. Any changes to those terms will be negotiated if state law allows such negotiation.

6.3 Indemnification

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

ATTACHMENT I

SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Overview

The Commission recognizes that many private, non-profit and faith-based organizations, government agencies and businesses already are in contact with or are trying to connect to untapped labor pools and hard-to-hire populations. Bidders must explain how they will leverage their connections, standing in the community and experience to add value to this mix and improve the performance of the whole system.

2. Goals

1. Greater awareness among the targeted population of job skills and abilities that are necessary to be successful in high demand occupations and careers.
2. Improved attitudes (especially of high school students and parents) concerning education/school, training, vocational and technical education and careers.
3. Greater awareness of the available tools and resources for training, education and career opportunities.
4. Greater awareness of the state's workforce needs.
5. Increased enrollment in job and skills training programs, programs leading to degrees or technical certifications, particularly those aimed at high demand occupations.
6. More people hired in high demand/high growth industry sectors.
7. Staff of the LWC's Business and Career Solutions Centers will be better prepared to receive individuals recruited under this RFP.

3. Tasks and Services

The tasks and services enumerated here are steps that must be followed in carrying out the overall task of this contract. The overall task of this contract is to deliver job-ready or training-ready members of the targeted populations to the LWC's Business and Solutions Centers across the state. Those centers will coordinate the delivery of job placement, training or other workforce development services to the recruited individuals.

The contractor shall:

1. Provide sensitivity training to the staff members of the LWC's Business and Career Solutions Centers to prepare them to interface appropriately with the recruited individuals.
2. Conduct research in eight Labor Market Information regions throughout the state to capture perceptions, attitudinal barriers and logistical challenges that:
 - a. Prevent the targeted populations from engaging more fully in the workforce.
 - b. Prevent or discourage employers from hiring members of the targeted population.
3. Implement resource mapping methods to identify resources in targeted regions.
4. Work with the LWC and, with input from the LWC's strategic communications contractor, develop and implement a strategic marketing plan to promote training programs in high demand/high growth industries to hard-to-hire populations and untapped labor pools (targeted populations). Plan should incorporate both traditional and non-traditional means of delivering recruitment messages to the target populations. The

5. Within the framework of the LWC's strategic communications plan and the marketing plan developed in Item 3, develop targeted communications messages that focus on overcoming the barriers to:
 - a. Engaging untapped pools/hard to hire populations such as the military, job changers, mid-career adults, high school students, over-aged youth, high school dropouts, ex-offenders and others disengaged from the workforce.
 - b. Engaging employers so that they become more receptive to hiring the targeted populations.
6. Provide input to LWC's strategic communications contractor on appropriate media placement of messaging developed in Item 5.
7. Carry out all population-specific, non-traditional means of delivering recruitment messages.
8. Pre-screen recruited candidates to ensure that they understand and meet basic workforce requirements, including being drug free and being willing to attend training classes to address their gaps in job readiness, including classes in literacy and numeracy.

4. Performance Measures

Proposers must recommend process and outcome performance measures.

4.1 Process Measures

These should be qualitative and quantitative measures of:

1. The Business and Career Solutions Center staff members who receive sensitivity training.
2. The targeted individuals reached by the contractor. This should be reported along with the methods by which they were reached (such as bus stop advertising or face-to-face contact) and the specific goals of the contact (such as specific training programs or jobs for which the targeted audience was contacted).
3. Changes in attitudes and awareness of targeted audiences with regard to enrollment in education and training courses and vocational and technical jobs and careers. Bidders must propose low-cost means of measuring these changes in attitude.
4. The coordination by the contractor of other efforts to engage the same populations.

4.2 Outcome measures

These should be quantitative measures of:

1. The numbers of people who enter targeted training programs as a direct result of the activities required by this contract.
2. The numbers of people who enter targeted jobs as a direct result of the activities required by this contract.

5. Reporting requirements

1. Deliver, within two weeks of contract signing, a detailed curriculum for sensitivity training for Business and Career Solutions Center staff members.
2. A statement agreeing to monthly, quarterly and annual reports of progress on all agreed-upon process and outcome measures. Reports are due on or before the fifth business day of each month for performance during the prior month.
3. A recommended format of monthly, quarterly and annual reports.
4. Descriptions of the methods of measurement and estimated accuracy of all measures.

6. Penalties

Proposer must submit a statement agreeing to penalties of \$1,000 for each calendar day that each report is late. Penalties can be waived in extraordinary circumstances at the discretion of the executive director.

ATTACHMENT II

PROPOSAL INFORMATION

1. *Identification of proposer*

- a. Name of proposer (if consortium, names of consortium members and prime contractor), with addresses, phone and fax numbers, e-mail addresses and web addresses.
- b. If proposer is a consortium, include an organization chart of the consortium that clearly identifies the prime contractor and all other members, the reporting relationships among them and the roles of each member.

2. *Proposer Statement*

Brief statement (no more than 200 words) of why the proposer feels it should be considered for the LWC contract.

3. *Background, Experience and Personnel*

The background and experience of the firms that constitute the proposer are important, and the background and experience of the principals who will lead this account and of their personnel who will work on it are also important.

3.1 Corporate background and experience

The proposer should provide:

- a. A description of how proposer meets the minimum qualifications enumerated on Page 7, Section 3.2, Minimum Qualifications of Proposer.
- b. Current client list.
- c. Names and descriptions of accounts similar to this one, which the proposer or its active principals have handled in the past or are currently handling. Descriptions should include dates of service.
- d. If the proposer is a consortium, provide at least three references for each firm comprising the proposer, including name of client, primary contact with phone number, dates of services, description of services and contract dollar value.
- e. Letters of support, cooperative endeavor agreements, memoranda of understanding, etc., which demonstrate that proposer has an established, statewide network of industry partners, community and faith-based organizations.
- f. Samples of marketing materials it has developed in previous campaigns targeting the populations that are the subject of this RFP.
- g. Evidence that it has successful experience developing and executing industry sector-based recruitment initiatives.
- h. Evidence and descriptions of previous recruitment campaigns that involved penetrating, engaging and mobilizing members of the populations targeted by this RFP.

- i. Evidence of experience engaging and procuring resources from business and industry.
- j. Evidence of experience using viral marketing programs to penetrate, engage and mobilize members of the target populations.
- k. Evidence of experience working with high school and post-secondary students, teachers and administrators as part of recruitment campaigns.

3.2 Proposed Project Staff

- a. Number and names of proposer's employees (creative, communication, accounting, administration, etc.). Include organization chart.
- b. Names of key personnel and brief professional background of each (Note: LWC has final approval of personnel assigned to this contract)
- c. If proposer is a consortium, include this information for each member.

4. Approach and Methodology

- a. Description of proposer's strategy for successfully completing all the requirements of this contract. This should include the proposers approach to:
 - i. Analyzing the barriers to engaging the targeted populations and employers.
 - ii. Planning to overcome those barriers.
 - iii. Collaborating with community and faith-based organizations.
 - iv. Strategic planning and developing successful marketing plans.
 - v. Customer service.
 - vi. Performance measurement and accountability. This should included proposed process and outcome measures of the proposer's performance under this contract.
- b. A proposed project management plan for reaching all of the goals of this RFP.

5. Pricing/Cost

Proposed pricing must be submitted by completely filling out the Budget Summary Form in Attachment V. For purposes of price comparison, proposers should assume that they must recruit 10,000 qualifying individuals for targeted training and vacant jobs distributed proportionately across the eight labor market/economic development areas of the state.

6. Administrative Information

- a. Provide a completed Certification Statement as shown in Attachment III, Part B
- b. Discuss any suggested revisions to non-mandatory terms and conditions from Attachment VI, Consulting Services Contract.
- c. Financial statement or letter of good standing from proposer's principal bank.

ATTACHMENT III

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact

Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have (#) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title:

—

Company Name:

Address: _____

City: _____ State: _____ Zip: _____
_____/_____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA CONTRACT

Be it known that, Louisiana, Louisiana Workforce Commission, hereinafter sometimes referred to as the "State", and _____, whose address is _____ hereinafter sometimes referred to as the "Contractor" or Consultant, do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

1.2 STATEMENT OF WORK

1.2.1 INTRODUCTION

This Statement of Work defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, the estimated cost for each Task Schedule; and establishes the responsibilities for accomplishing these tasks.

1.2.2 GOALS AND OBJECTIVES

1.2.3 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance as against the criteria in the Statement of Work.

1.2.4 MONITORING PLAN

_____ will monitor the services provided by the contractor and the expenditure of funds under this contract. [Name and Title or Position] will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

1.2.5 CONTRACTOR TASKS AND RESPONSIBILITIES

1.2.6 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work. Deliverables will be as follows:.

1.2.7 SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on _____ and shall end on _____.

2.2 STATE FURNISHED RESOURCES

State shall appoint _____ as Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ _____. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 25 workdays of the approval of invoice and under a valid contract. Payment will be made only on approval of _____.

The payment terms are as follows:

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

4.0 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation will constitute a default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 INDEMNIFICATION & LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act

or failure to act of the State.

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26.

7.0 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8.0 ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9.0 RIGHT TO AUDIT

The State Legislative Auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10.0 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11.0 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor

outside the scope of the contract, or is rightfully obtained from third parties.

12.0 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties.

13.0 NON-DISCRIMINATION CLAUSE FOR CONTRACTORS

The contractor agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Investment Act of 1998 (WIA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Contractor assures that it will not discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

14.0 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15.0 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

16.0 ENTIRE AGREEMENT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understandings changing or modifying the terms. This Contract shall become effective upon final statutory approval.

17.0 ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

THUS DONE AND SIGNED on the date(s) noted below:

STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION

DATE

TIA EDWARDS
DEPUTY EXECUTIVE DIRECTOR

DATE

ATTACHMENT V
BUDGET INFORMATION SUMMARY

Cost Category	Proposed Budget
1. Salaries	
2. Fringe Benefits	
3. Travel (mileage reimbursement)	
4. Postage	
5. Telephone	
6. Office Supplies	
7. Office Equipment	
8. Other Costs*	
Total Proposed Budget	

* Proposers must provide line item detail for Other Costs in the space below.